

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LOCAL UNION NO. 700  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
(Representing Deputy Sheriffs)**

**And**

**COUNTY OF COOK/SHERIFF OF COOK COUNTY  
(AS JOINT EMPLOYERS)**

**December 1, 2010 thru November 30, 2012**

**Effective May 8, 2013**

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# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County, joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and Local Union No. 700 - The International Brotherhood of Teamsters (hereinafter referred to as the "Union").

## **ARTICLE I Recognition**

### **Section 1.1 Representative Unit:**

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the defined bargaining unit described as all full-time employees in the Merit Board classification of Deputy Sheriff, other than Police Officers and Correctional Officers, and excluding all confidential employees as determined by the Labor Board.

### **Section 1.2 Union Membership:**

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

The Employer will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

### **Section 1.3 Dues Check-off:**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of up to five cents (5¢) for making each such deduction.

### **Section 1.4 "Fair Share:"**

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than 50% of the eligible employees in the bargaining

unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Union meeting said condition or within 30 days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

#### **Section 1.5 Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

**Section 1.6 Indemnification:**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**Section 1.7 D.R.I.V.E. Authorization and Deduction:**

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union further agree that:

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington, DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

**ARTICLE II**  
**Employer Authority**

**Section 2.1 Employer Rights:**

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal Statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

- A. The Union recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.



- B. The Union recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine work, productivity, reasonable performance and evaluation standards.
- C. The Union recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.
- E. The Employer has the right to enter into mutual aid and assistance agreements with other units of government.
- F. The Employer has the right to establish standards to which force, including deadly force, can be used.
- G. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the employer in situations of civil emergency as may be declared by the employer. It is the sole discretion of the employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions, or other circumstances beyond the control of the employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities.

**Section 2.2 Employer Obligation:**

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

**Section 2.3 Union and Employer Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet at least every three (3) months through designated representatives at the request of either party to take place during the monthly Union Steward meetings.

Arrangements for such meetings shall be made reasonably in advance and a written agenda of the matters to be taken up at the meeting shall be presented by the requesting party five (5) days prior to the date the meeting is scheduled.

### **ARTICLE III**

#### **Hours of Work and Overtime**

##### **Section 3.1 Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

##### **Section 3.2 Regular Work Periods:**

Hours worked and schedules in effect at the time of this contract shall remain in effect. Any changes will be discussed with the Union prior to implementation.

Except as provided elsewhere in this agreement, an employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall be interrupted by a one (1) hour paid lunch break.

##### **Section 3.3 Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency condition which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.

Employees' normal workday shall be eight (8) consecutive hours of work including a one-hour paid lunch. Employee's normal work week is forty (40) hours of work in a seven-day period, Sunday through Saturday. For all hours of work in excess of eighty (80) hours in a bi-weekly pay period, employees will be compensated at a rate of time and one-half (1-1/2) their normal rate of pay. At the employee's option, such compensation will be made in the form of compensatory time off or pay. For purposes of this section, hours of work shall, in addition to hours actually worked, include all paid time excluding sick time.

- B. Compensatory time off may be used in time-blocks of one (1) hour or more at a time mutually agreed to between the employee and his/her supervisor. Compensatory time may be used in one-half (1/2) hour increments only when requested to be used at the end of a shift subject to manpower needs and subject to the approval of the employees' supervisor.

### **Section 3.4 Overtime:**

- A. Overtime scheduled at least seven (7) days in advance shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who request such work. Each employee shall be selected in turn according to his or her place on the seniority overtime list, by rotation. When possible, overtime scheduled less than 7 days in advance shall be offered to employees within each facility and unit who request such work by rotation. Overtime lists shall be updated every three (3) months.
- B. An employee requesting to be skipped when it becomes his/her turn to work overtime shall be rotated to the bottom of the seniority list. An employee who works overtime will be placed at the bottom of the overtime seniority list once the overtime is received.
- C. Overtime scheduled 7 days in advance will be denied to an employee for just cause. An employee maybe denied such overtime under this sub-section if the employee has been found guilty of a departmental rule violation while working overtime and received a suspension of 5 (five) days or more. The maximum period of time an employee can be denied overtime under this sub-section will be the number of days of the suspension plus an additional thirty days. An employee may also be denied such overtime if the employee is on "proof status" at the time the overtime is offered.

### **Section 3.5 Secondary Employment:**

It is understood between the parties that employment with the Cook County Sheriff's Office is the employee's primary job. In all instances, the employee will operate within the guidelines of the department General Order, regarding secondary employment in effect at the time of this Agreement.

Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employee's ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

A request for secondary employment shall be denied, under the following circumstances, when the secondary employment is in an establishment where the primary business is the sale of intoxicating liquor or gambling:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor.
2. The employment includes serving as a cocktail waiter/waitress.
3. The employment is security related.
4. The Sheriff's Office deems that the employment will bring discredit upon the department.

**Section 3.6 No Pyramiding:**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this article or agreement.

**ARTICLE IV**  
**Seniority**

**Section 4.1 Probationary Period:**

The probationary period for new employees shall be one year from the date of appointment, consistent with the Rules and Regulations of the Cook County Sheriff's Merit Board.

**Section 4.2 Definition of Seniority:**

- A. Department Seniority shall be defined as the seniority status of an employee in the job classification Deputy Sheriff with respect to all other employees who have departmental status in the same classification.

Department Seniority earned as Deputy Sheriff with the Cook County Sheriff's Department will be considered for the following:

1. Job Posting and Bidding for District, Division, Unit and Shift (including day-off group).
2. Choice of Vacation Days
3. Layoffs and Recalls

- B. County-Wide Seniority shall be defined as a combination of Department seniority plus any time which is credited (described below) or County service in another department of Cook County.

Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or Chicago Board of Education shall have the right to have the period of such service credited and counted for the purposes of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place of employment.

#### **Section 4.3 Reductions in Work Force, Layoff and Recall:**

Should the Employer determine that it is necessary to decrease the number of employees shall be removed in inverse of order of seniority department wide. Employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date.

Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired.

#### **Section 4.4 Termination of Seniority:**

An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- A. Resignation or retirement;
- B. Discharge for just cause;
- C. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation acceptable to the Employer for not furnishing such notification;
- D. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- E. Absence from work because of lay-off or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- F. Failure to notify the Sheriff/Designee in writing within nine (9) calendar days of the employee's intent to report to work upon recall from lay-off, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address on file with the Personnel Office where the employee works;
- G. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff/Designee in writing.

#### **Section 4.5 Seniority List:**

Every six (6) months, the Employer will furnish the Union a list showing the name, employee number, address, classification and seniority date of each employee. The Sheriff shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her seniority date as it

appears on that list or it will be considered correct and binding on the employee and the Union from that time forth and forever.

## **ARTICLE V**

### **Rates of Pay**

#### **Section 5.1 Payroll Grades:**

Employees in the Payroll grades set forth in Appendix A to this Agreement shall receive salaries as detailed in the Appendix.

Deputy Sheriffs who are assigned as Civil Process Servers, and those in Child Support Warrants, Child Support Civil Process, Warrants, Levies, Evictions, S.W.A.P. Units and Canine Unit, will receive salaries in accordance with Payroll Grade D2B.

When Deputy Sheriffs move between Grade D2 and Grade D2B, they will retain their existing step placement and anniversary dates. Movement between Grade D2 and Grade D2B will be governed by the bidding procedures of the collective bargaining agreement.

All probationary employees shall be paid in accordance with the D2 Payroll Grade.

#### **Section 5.2 Classification System:**

It is understood by all parties that the authority of the County to classify positions is expressly set forth by State Statute, [ILL. REV. STAT. 1985, Ch. 34, par. 1102].

In recognition of this statutory authority, it is further understood that classifications of employees are not subject to the Grievance Procedure found in Article XI of this Agreement.

Claims that a particular position is misclassified may be handled as part of the budgetary process. Decisions of the Director of Position Classification as to proper classification shall be final.

## **ARTICLE VI**

### **Holidays**

#### **Section 6.1 Designation of Holidays:**

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit.

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Presidents' Day - Third Monday in February
5. Casimir Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September

9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for personal day selection. Use of the floating holiday is restricted to full day increments and cannot be carried over into the next fiscal year. Requests shall not be unreasonably denied.
- D. Employees who work on any one of the six (6) major holidays, i.e., New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half (1 ½) for all hours worked, plus an additional day off with pay.

Employees who work on any of the six (6) minor holidays shall receive straight-time pay for all hours worked plus an additional day off with pay.

Holiday Time is earned when an employee works on a recognized holiday, or a holiday falls on the employee's regular day off. Holiday Time may be accumulated without limitation during an employee's employment, and may be used at a time mutually agreed to between the employee and his/her supervisor in time blocks of one hour or more. Employees will not be allowed to cash in Holiday Time at any time, including separation from employment, and Holiday Time that is unused at separation will be lost.

#### **Section 6.2 Eligibility:**

To be eligible for holiday pay, an employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was in paid status during such period.

Employees needed to work on a holiday will be obtained from among employees assigned to work within the facility/unit/shift in question whose regular work schedule coincides with the holiday, first by volunteers on the shift selected on the basis of departmental seniority and then, if insufficient numbers volunteer, by volunteers from the facility/unit; and finally, by mandatory assignment in reverse order of departmental seniority by shift. Holiday

compensation will not be credited to an employee scheduled to work on a holiday if the member is on the medical roll (except IOD) or absent due to sickness.

**Section 6.3 Holidays in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation time.

**ARTICLE VII  
Vacations**

**Section 7.1 Vacation Leave:**

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Paragraph D below, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th yr.	10 working days	20 working days
7th thru 14th yr.	15 working days	30 working days
15th thru-	20 working days	40 working days

- B. Vacation accruals will be carried out in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue vacation time in that period.
- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.
- D. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse



or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.

- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by Military Service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

#### **Section 7.2 Vacation Preference and Scheduling:**

Between the first and fifteenth of November of every year, employees may submit vacation picks for the upcoming calendar year. Vacation picks and scheduling procedures shall be determined by the Employer, but shall at all times be awarded on the basis of seniority and in such weekly increments as requested, up to the employee's accrued allotment. It is not necessary that employees have accrued vacation time "on the books" at the time of this vacation preference selection. Employees will, however, be required to submit a 3-part timekeeping/attendance report form requesting approval for said vacation time no later than 15 days prior to the requested time off. Approval will be subject to the employee having the accrued vacation time "on the books" at this time. Individual vacation days shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Employer approval

### **ARTICLE VIII Welfare Benefits**

#### **Section 8.1 Hospitalization Insurance:**

The County agrees to maintain the level of employee and dependent health insurance benefits and employee contributions toward premiums set forth in Appendix B during the term of this agreement, subject to the re-opener provisions set forth in Section 16.1 of this agreement. The parties recognize the need for flexibility on the part of the County in dealing with issues of hospitalization benefits and accordingly agree that the County may make changes to its current policy with respect to such matters as carriers and cost containment measures provided that such changes do not effectively and substantially reduce the levels of benefits or increase the current levels of employee contribution to premium "set forth in Appendix B".

**Insurance Opt-Out:** Employees who opt-out of County insurance shall be paid \$800.00 at the beginning of the fiscal year. An employee who is married to (or the domestic partner of) another Cook County employee will not qualify for the \$800 Opt-Out payment if opting out employee's alternative health insurance coverage is still with the Cook County Plan, i.e. the

employee will remain enrolled in the Cook County Health Insurance Plan under his/her spouse's or partner's coverage.

**Section 8.2 Sick Leave:**

- A. Sick leave accruals will be carried out in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue sick time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. Sick leave may be used as maternity or paternity leave by employees.
- D. After five (5) consecutive work days of absence due to illness, employees may be required to submit to their facility/unit assistant chief/director or their designee, a doctor's certificate as proof of illness, and may be required to undergo examination by the Employer's physician.

For health related absences of less than five (5) consecutive work days, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the Sheriff/Designee, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 8.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Disability benefits will be reduced by any Workers' Compensation Benefits received. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

An employee returning from injured on duty within twelve (12) months from the date of injury, shall return to the same facility or unit and in the same payroll classification, and their last successful bid in which the employee was assigned at the time of the injury. If the employee returns to work at a date later than eighteen (18) months of the injury, and the employee's position was filled, the employee shall be returned to the same payroll classification, and shall be subject to recall to the facility or unit before other employees are assigned to the facility unit.

In the event a Deputy is injured on duty and is unable to perform his/her duties, the Deputy may be placed on a duty related injury leave until such time as the Deputy is deemed fit to return to duty. During the time the Deputy is on duty related injury leave he/she shall retain all seniority and benefits, to include, but not limited to their credentials and badge; however, the Sheriff retains the right to recall credentials for just cause; and deputies shall surrender their credentials and badge if they are absent from work for more than 180 days (6 months).

**Section 8.4 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary.

**Section 8.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/9-101, et seq.

**Section 8.6 Dental Benefits:**

The Employer agrees to continue to provide a basic dental insurance plan for its employees

and dependents, paid for by the Employer.

**Section 8.7 Employee Assistance Program:**

The Employer has established an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. This program is designed to deal comprehensively with any personal problems of employees which affect their physical or mental health and which may have a negative impact on their work productivity. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

**8.8 Transitional Work Plan:**

No less than ten (10) qualifying employees shall be permitted to temporarily work in full-time, medically restricted assignments as part of a transitional work plan. To be eligible to participate in a transitional work plan, the employee must provide a medical prognosis from their treating physician that indicates that the deputy is capable of physically performing the transitional assignment and that the deputy is expected to return to full-duty during their prescribed time in the transitional work plan. The employer has the right to send the employee to its own physician for a second opinion by an Independent Medical Examiner ("IME"), whose opinion shall be final and binding.

The employer will determine the potential assignments available for a transitional work plan and provide this list to the Union annually. Placement into the transitional work plan shall be filled on a first come, first served basis, regardless of seniority, with notification of such assignment to the Union. The Employer shall not be obligated to increase the number of deputies or assignment available for a transitional work plan.

A deputy cannot participate in a transitional work plan for more than 6-month in a rolling twenty-four month period. The employer has the right to change the shift, location, and detail of the deputy's transitional assignment once every two weeks, but the Employer will make a good faith effort to keep the shift and detail of the transitional assignment the same as the employee's regular shift and detail. After the employee has worked his/her authorized period of time in the transitional work plan, the employee will be required either to return to full duty or, if medically unable to return to full duty, utilize available leave options or resign. Once an employee has been accepted into a transitional work plan, the employee shall not be displaced by another employee for the duration of his or her time in the transitional work plan.

In the event that a deputy, released to work by his physician with medical restrictions is denied placement in the transitional work plan, the Union will be notified with the reasons for the failure.

The Employer will establish a waiting list for eligible employees for whom there is no current available medically restricted position, and employees who remain qualified shall be selected from the waiting list in the order of their placement on the list.

## **ARTICLE IX**

### **Additional Benefits**

#### **Section 9.1 Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes mother, mother-in-law, father, father-in-law, husband, wife, child (including step children and foster children), brothers, sisters, grandchildren, grandparents, spouses, parents or such persons who have reared the employee. Up to an additional two (2) days leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household where death occurs and the funeral is to be held more than one hundred fifty (150) miles from the Cook County Building located at 118 N. Clark Street, Chicago, Illinois 60602.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

#### **Section 9.2 Maternity/Paternity Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff/Designee.

#### **Section 9.3 Election Day:**

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

#### **Section 9.4 Personal Days:**

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time. Accruals of personal days will be carried out in accordance with the biweekly payroll system.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Sheriff/Designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - December, January, February
- 2nd Quarter - March, April, May
- 3rd Quarter - June, July, August
- 4th Quarter - September, October, November

Severance of employment shall terminate all rights to accrued personal days.

#### **Section 9.5 Jury Duty:**

Approval will be granted for leave with pay for any jury duty imposed upon an employee. Any compensation, however, exclusive of travel allowance received, must be turned over to the employer by the employee.

#### **Section 9.6 Court Time:**

Deputies who attend court while off-duty on behalf of the Employer shall receive two (2) hours minimum pay, or the actual hours worked, whichever is greater.

#### **Section 9.7 Family Medical Leave Act:**

Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act. An employee may require employees to use up to twelve (12) days if available, paid leave for all or any part of the twelve (12) week unpaid family and medical leave.

#### **Section 9.8 American with Disabilities Act:**

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the American with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer will notify the Union of the request and proposed accommodation.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. Information obtained regarding the medical condition or history of any employee shall be treated in confidential matter.

Nothing in this section shall require the County to take any action which would violate the

ADA or any other applicable statute.

### **Section 9.9 Compassionate Leave**

If an employee with an attendance problem is unable to return to work due to the serious medical condition of themselves or an immediate family member and has exhausted all available leave options (e.g., FMLA and disability Leave), the Employer may grant a compassionate leave. The length of the leave will be determined by the Employer based on the medical prognosis of the employee's physician and the expected return to the duty date provided by the employee's physician. The Employer reserves the right to get a second opinion regarding the prognosis and expected return to duty date. Compassionate leave shall never exceed one year and shall never be given again to the same employee or renewed. An employee granted a compassionate leave shall sign an agreement prior to going on leave that he/she will resign if unable to return to work after the leave expires or if the employee incurs three or more unauthorized absences during the year following the compassionate leave.

## **ARTICLE X**

### **Leaves of Absence**

### **Section 10.1 Regular Leave:**

- A. Leaves of absence without pay may be granted to any full-time Deputy Sheriff. The leave shall be from the position and rank he or she holds at the time the leave is granted and, on termination of the leave, the officer shall be returned to the same rank he or she held at the time the leave was granted provided a vacancy exists. Leaves of absence shall not be granted to any full-time Deputy Sheriff who has not completed his or her probationary period.
- B. All leaves of absence, except for military service, shall be for one year or less, with the privilege of obtaining a new leave at the expiration of the first. Leaves of absence shall be granted by the Sheriff, with notification to the Merit Board. An officer on leave of absence who accepts a position other than that for which the leave is granted, without the written approval of the Sheriff, shall be deemed to have resigned. An officer, who fails to return to his position following the granted leave, or to request and be granted a new leave of absence on or before the expiration of this first leave, shall be deemed to have resigned.
- C. Leaves of absence without pay may be granted for the following reasons and purposes:
  - 1. Illness of an employee properly certified by a physician acceptable to the Sheriff and the Merit Board; however, the Merit Board may require a member who has applied for such leave to submit to a physical examination by a physician of its choosing;
  - 2. Active duty in the military or naval service of the United States;
  - 3. Training in an institution of higher learning;

4. Other reasons acceptable to the Sheriff and the Board.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, in excess of thirty (30) calendar days, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

#### **Section 10.2 Seniority on Leave:**

An Employee on an approved leave of absence (i.e. medical, maternity, paternity, etc.) shall retain all seniority accrued up to the time of the leave, but shall not accrue pension benefits.

No Employee shall suffer any loss or reduction of their seniority during any leave of up to 365 days or less and shall continue to accrue seniority during the period of leave. Any portion of this agreement granting greater benefits shall not be affected.

Employees on leave to another full-time employer shall not accrue seniority while on said leave.

Employees on IOD shall never suffer a reduction in seniority.

#### **Section 10.3 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

#### **Section 10.4 Union Leave:**

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article, provided that it will not seriously affect the performance of the office.

#### **Section 10.5 Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. § 4301, et seq., as amended.



An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year. In the event that an employee is required to be absent for military leave in excess of 11 work days, such absences shall be considered excused absences without pay.

All Employees who attend monthly drills on the weekends that are not on their regular days off may work two of their regular days off before attending the drill. If the Employee does not work off days first, the Sheriff/Designee will allow the Employee to take vacation, comp. time, or personal days for the weekend or attend the drill day(s) without pay. The Employee must notify the Sheriff/Designee in writing (To/From) at least 10 working days before the scheduled drill date.

**Section 10.6 Veteran's Conventions:**

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 10.7 Approval of Leave:**

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrarily or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

## **ARTICLE XI**

### **Grievance Procedure**

#### **Section 11.1 Policy:**

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

The purpose of this Article is to specify the method by which employees may present grievances and seek redress. This policy shall apply to all bargaining unit employees under the jurisdiction of the Employer.

This policy shall apply to all bargaining unit employees without discrimination as to age, sex, marital status, race, creed, color, national origin, physical handicap, political affiliation or political activity.

All employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal.

The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official and others by county administration, depending on the subject matter of the grievance.

The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances. An employee is encouraged first to discuss the problem with the immediate supervisor. If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

#### **Section 11.2 Definition:**

A grievance is a difference between an employee or the Union and the employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Union.

An insurance dispute between the employee (and his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person. The County will endeavor to resolve such disputes with the processor of claims.

#### **Section 11.3 Representation:**

Only the aggrieved employee(s) and/or representatives of the union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this

Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Three by the Union.

All discipline emanating from an Internal Affairs Division investigation, or an Inspector General's investigation, that the member wishes to grieve, may be initiated at Step Four of the grievance procedure.

**Section 11.4 Grievance Procedure Steps:**

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

<b><u>Step</u></b>	<b><u>Submission Time Limit This Step</u></b> calendar days	<b><u>To Whom Submitted</u></b>	<b><u>Time Limits Meeting</u></b> calendar days	<b><u>Response</u></b> calendar days
1	15 days	Division Chief/Designee	7	7
2	5 days	Chief Deputy/Designee	7	7
3	5 days	Sheriff/Designee or Chief Bureau of Human Resources/Designee	15	15
4	7 days	Impartial Arbitrator	30	30

**HEARING TO BE HELD NOT LATER THAN 90<sup>th</sup> DAY AFTER FILING, UNLESS MUTUALLY AGREED OTHERWISE.**

**Step One**

1. The employee obtains a Grievance Form from the Union Steward.
2. The employee writes the nature of the grievance and the resolution sought on the Grievance Form, signs it, and returns it to the Steward who will present it to the Division Chief/Designee. The employee, steward, and Division Chief/Designee will each keep their appropriate copy.

The above requirement for the filing of Step One Grievances will be satisfied at the following facilities by the faxing of the Step One Grievance to a number designated by the Employer within the prescribed time limits:

- A. CIVIL PROCESS DISTRICT #2
- B. CIVIL PROCESS DISTRICT #4

### C. CIVIL PROCESS DISTRICT #5

3. Within the seven (7) calendar days after receipt, the Division Chief/Designee shall meet with the employee to discuss the grievance.
4. Within the seven (7) calendar days after the meeting, the Division Chief/Designee answers the grievance on the Grievance Form and transmits the answer to the employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the employee may, within the five (5) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
7. Failure to advance the grievance within five (5) calendar days after the Step 1 answer is due concludes the grievance procedure.

#### Step Two

1. Within five (5) calendar days after receipt of the Step 1 answer, the employee states that the answer given at Step 1 is unsatisfactory, including specific reasons as to why the answer given at Step 1 is unsatisfactory, writes the date referred to Step 2, signs the form, and returns it to the Steward. The Steward presents the grievance to the Chief Deputy/Designee.
2. Within seven (7) calendar days of receipt of the letter, the Chief Deputy/Designee will hear an appeal and submit a written decision to the employee within seven (7) calendar days.
3. If the answer is satisfactory or if the Union fails to advance the grievance within five (5) calendar days after the Step 2 answer is due, the grievance procedure is concluded.

#### Step Three

1. Within five (5) calendar days after receipt of the Step 2 answer, the Employee states that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory, writes the date referred to Step 4 signs the form, and returns it to the Steward. If the Union concurs the Steward will advance the Grievance to the Sheriff/Designee.
2. Within fifteen (15) calendar days of receipt of the letter, the Sheriff/Designee will hear an appeal and submit a written decision to the employee within 15 calendar days.

#### Step Four - Impartial Arbitration

1. If the Union is not satisfied with the Step 3 answer, it shall within seven (7) days after receipt of the Step 3 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration.

The Employer and the Union shall agree to a list of 7 arbitrators who will, as a condition of being on the permanent panel, agree to schedule the hearing within 14 days of the date of notification of selection. As a further condition of being placed on the permanent panel, the arbitrator will agree to issue a decision within 10 days of the date of the hearing. Unless mutually agreed otherwise, the parties mutually agree to waive post-hearing briefs to expedite the decision by the arbitrator.

The employee will not serve a suspension if the Employer cannot schedule the hearing within 90 days and conversely, the employee will serve the suspension prior to hearing if the Union/employee cannot schedule the hearing within 90 days, unless the parties mutually agree otherwise.

The decision of the Arbitrator shall be binding.

2. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
3. The Arbitrator, in his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
4. All hearings will be held as close to the grievant's worksite as is practicable. The employer will, upon reasonable notice from the Union, release from duty any employees requested by the Union as representatives or witnesses.
5. The hearing shall be informal. There will be no stenographic recording of the proceedings unless otherwise agreed.

#### **Section 11.5 Time Limits:**

The initial time limit for presenting a grievance shall be fifteen (15) days. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer.

All investigations conducted by the Office of Professional Review shall be conducted and completed within a reasonable time period based upon the complexity of the investigation and

the workload of the Office of Professional Review investigators.

An open investigation into an officer will not preclude that officer from volunteering for overtime or participating in bids. Any OPR investigation resulting in the de-deputizing of an officer may be moved to expedited arbitration within thirty (30) days of said action. The only issue presented at the arbitration will be whether the de-deputization was just. If the employer cannot proceed and barring the filing of criminal charges and/or charges seeking termination before the Cook County Sheriff's Merit Board, the officer shall be re-deputized, if he/she is otherwise eligible for re-deputization. A group of Arbitrators shall be selected who agree to the conditions and procedures put into place and who agree to render their decision within thirty (30) days.

#### **Section 11.6 Stewards:**

- A. The Union will advise the Employer in writing of the names of the Stewards and alternates for the locations as listed in Paragraphs B and C, and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay.

The Union shall have thirty (30) stewards and alternates, but if the needs based on shifts, units, locations and member density change at all locations covered under this agreement, the parties mutually agree to bargain over an increase in the number of stewards.

The County recognizes that Teamsters Local 700 shall be granted a total of one (1) Chief Steward for coverage of its members county-wide to handle grievances in conjunction with the district steward. Said Chief Steward will have the time necessary to act in this manner without loss of pay or benefits. Said Chief Steward shall serve on all safety panels.

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice listing the Union's authorized representatives employed by the County who are to deal with the County on behalf of the Union, making commitments for the Union. The Union shall not be liable for any activities unless so authorized. The Union shall notify the County of any changes of these representatives during the term of this Agreement.

#### **Section 11.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working and addressing roll calls. These business representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer on each occasion will first secure the approval of the Sheriff/Designee to enter and conduct

their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general Sheriff's department rules applicable to non-employees. Said approval shall not be denied arbitrarily or capriciously or without cause.

## **ARTICLE XII**

### **Continuity of Operation**

#### **Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

#### **Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

#### **Section 12.3 Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

#### **Section 12.4 No Lock-Out:**

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**Section 12.5 Reservation of Rights:**

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement is first exhausted.

**ARTICLE XIII**  
**Training and Education**

**Section 13.1 Tuition Reimbursement:**

Employees making application for specific courses shall follow the Cook County Tuition Reimbursement Policy. It is understood that employees eligible for other forms of assistance may also qualify for tuition reimbursement in some form, after review by the Department of Personnel.

**Section 13.2 In-Service Training:**

- A. The Employer agrees to provide all appropriate training to all personnel commensurate with their inmate, defendant, citizen contact, and further agrees to continuously update such training in order that the employee may develop the skills, knowledge and ability needed in the performance of their official duties.
- B. The employee shall provide the Sheriff's Office with proper documentation of any training the employee has completed, and this documentation may be used as a reference for qualifications for other jobs within the Sheriff's Office.
- C. The Employer agrees to provide each officer with training bulletins, updates, etc., during the year.
- D. Whenever a Deputy is required to attend in-service training (including qualifying with their weapons) it shall be the responsibility of the Sheriff/Designee to schedule such in service training without loss of pay or benefits to the affected Deputy.
- E. Should a Deputy be required to attend in-service training (including qualifying with their weapons) after his/her tour of duty the affected Deputy shall be compensated a minimum of three (3) hours compensatory time. Should a Deputy fail to qualify on his/her initial attempt or not satisfactorily complete any subject of in-service training (including any testing), one return to the in-service training facility for re-qualification, remedial training, or testing shall be on the employer's time. All subsequent qualifying dates or in -service training dates shall be on the Deputy's own time and he/she must qualify or successfully complete any subject of in-service training (including any testing) within 60 days after failing on the original scheduled date.
- F. Approved auxiliary weapons qualification will be on the employee's own time.



- G. The Employer will endeavor to provide specific duty training to street units and court security individually.

## **ARTICLE XIV**

### **Miscellaneous**

#### **Section 14.1 No Discrimination:**

The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status or sexual orientation.

#### **Section 14.2 Health and Safety:**

The Employer recognizes the needs of employees to work in a clean, safe and healthy environment.

The Employer agrees that employees will not be assigned to any known unsafe operation or to operation of unsafe equipment. It shall be the responsibility of the employee involved to report any unsafe operation to his/her immediate supervisor. Specific complaints concerning safety shall be put in writing by the employee.

If the employee's complaint is not satisfied, he/she shall notify the Union steward, who shall meet and discuss the complaint with the immediate supervisor without undue delay.

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Union to discuss same.

In addition, the Sheriff's Training Division shall include in its training program the issue of AIDS in the workplace.

Employees required to perform body searches on individuals in custody at detention centers shall be provided with surgical gloves.

#### **Section 14.3 Bulletin Boards:**

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting, provided such approval shall not be unreasonably denied. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

**Section 14.4 Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

**Section 14.5 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government.

The Employer will advise the Union at least 3 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union.

**Section 14.6 Credit Union:**

The Employer agrees to deduct from the wages of employees who so authorize, and remit payments to either the credit union offered by the County or by the Union. As of the effective date of this agreement, those credit unions are Credit Union One (County Credit Union), and Synergy Partners Credit Union (Teamsters Local Union 700 sponsored Credit Union).

**Section 14.7 Personnel Files:**

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request, subject to any applicable laws or rulings. It is understood that only one official personnel file shall exist for each employee. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

The Employee shall also have the option of requesting, in writing, that a copy of their file be released to the Union representative or steward within five (5) working days, by completing the attached release Exhibit I and submitting same to Sheriff's Office of Personnel.

**Section 14.8 Discipline:**

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Representation consistent with the Bill of Rights. The Union and the Employer agree that discipline should be timely,

progressive and accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Employer.

Upon hire, the Employer shall provide each Deputy Sheriff covered by this Agreement with an up-to-date copy of all general orders, which shall be in a 3-ring binder. Upon issuance of any newly published General Order(s) or addenda, each Deputy Sheriff covered by this agreement will be tendered a copy of such Order(s) and/or addenda. Each Deputy Sheriff shall sign for his/her copy upon receipt of these general orders and/or addenda. A current copy of all General Orders will be kept by each Assistant Chief in each unit/facility for reference by the Deputies.

#### Forms of Discipline:

1. Summary Punishment: The employer shall reserve the right to implement summary punishment, reprimand, and suspensions of up to 29 days. Reprimands shall be grievable, up to and including Step 3 of the Grievance Procedure.

Deputies who are disciplined or recommended for discipline under Summary Punishment may choose to appeal either through the Sheriff's "Summary Punishment Action Request" form (SPAR) or the Grievance Procedure, but not both remedies. If the SPAR form is chosen, the steps of appeal are outlined by the Court Services Department General Order 1375.1 and D.C.S.I. General Order 3.3 ADD VII (whichever is applicable). If the Grievance Procedure is chosen, the steps outlined elsewhere in this Agreement shall be followed. In either case, the Deputy shall check the appropriate box on the SPAR form, indicating which appeal process, if any, he chooses to take.

A SPAR will be disregarded and removed from the employee's personnel file after eighteen (18) months from the occurrence, provided that the employee has received no other SPARs during this eighteen (18) month period of time.

SPAR is 29 days and no time served until grievance and arbitration procedure is exhausted. Includes 90 day expedited arbitration.

2. Suspension of up to and including 29 days: Any suspension imposed by the Employer on an Employee up to and including 29 days, may be appealed at all steps of the grievance procedure or the Sheriff's appeal procedure as outlined in General Order 7000, but not both remedies.
3. Suspensions in excess of 29 days, up to and including Termination: Suspensions in excess of 29 days, up to and including termination, are subject to the jurisdiction of the Cook County Sheriff's Merit Board and may not be appealed through the grievance procedure in this Agreement.

#### **Section 14.9 Cook County Sheriff's Merit Board:**

- A. It is understood that employees are subject to the Rules and Regulations of the Cook County Sheriff's Merit Board. Any disciplinary actions referred to the Merit Board for hearing are not subject to the terms and conditions of this Agreement and may not be appealed through the grievance procedure in this Agreement.
- B. Pre-Trial Procedures
  - (1)(a) Every employee of the Sheriff's office charged in a complaint before the Merit Board shall be furnished, upon his/her request, in writing, on or before 14 days from the date of service of such complaint and notice of hearing, with a complete copy of the internal investigative file from Internal Affairs Division (IAD).
  - (1)(b) The Employer shall have no right to suspend an employee without pay during the pendency of a complaint before the Merit Board unless the Employer fully complies with the requirements of the previous paragraph (paragraph (1) (a)) of this Section 9 with regard to the furnishing of the IAD investigative file on or before the 14th day from the date of service of the complaint and notice of hearing.

#### **Section 14.10 Job Openings:**

The Employer recognizes that bargaining unit employees may wish to pursue careers as Correctional Officers or County Police Officers. To this end, the Employer encourages all Deputies to make application to the Merit Board for the position of Correctional Officer, and the Employer agrees to post advance notice of any and all tests for the position of County Police Officer.

#### **Section 14.11 Reassignment Under Investigation:**

The Department may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.

#### **Section 14.12 Use of Official Facilities and Services:**

Designated union representatives shall be allowed to request meeting space for union matters at the various facilities, during non-work hours, subject to availability and the approval of the Sheriff/designee. Upon such request, the Sheriff/designee will endeavor to find appropriate space. It is understood that any cost incurred for the cleaning or maintenance of such facilities after such use will be borne by the Union.

#### **Section 14.13 Indemnification:**

- A. Employee Responsibility  
The Employer shall be responsible for, hold officers harmless from and pay for

damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section D.

B. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action which arise from acts committed by the Officer solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the Employer shall not, for purposes of this document, be considered within the scope of the Officer's employment, not pursuant to the performance of his/her duties.

C. Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

D. Applicability

The Employer will provide the protections set forth in Sections A and B above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section C with the County of Cook in defense of the action or actions or claims.

**Section 14.14 Uniform Allowance:**

Effective December 1, 1998, the employer agrees to provide a uniform allowance of \$650 per year for all uniformed Deputy Sheriffs which shall be paid in October of each year. Deputy Sheriffs not required to wear a uniform shall receive no uniform allowance.

**Section 14.15 Automobile Allowance:**

Employees who are regularly required to use personally owned automobiles shall continue to receive an adequate amount of gasoline. Other employees who occasionally may be required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted, as necessary, to ensure that employees are paid the maximum allowable from time to time by the Internal Revenue Service, as approved by County policy

**Section 14.16 Payday:**

Employees will be paid on a bi-weekly basis. The Employer will attempt to have the checks available to employees as early in the shift as possible.

**Section 14.17 Radios:**

The Employer will make every reasonable effort to provide radios to all street units who request same.

**Section 14.18 Requests for Time Off:**

Manpower permitting, requests for use of accrued vacation time, compensatory time and/or personal days may be granted on less than 72 hours' notice.

**ARTICLE XV**  
**Job Posting and Transfers**

**Section 15.1 Vacancy:**

A recognized vacancy for the purpose of this article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units/shifts created, or when the Employer increases the number of employees in a facility/unit/shift, except for details for not more than 60 days. (Shift shall include day-off group). An assignment within a facility, unit and shift or within a district of the Civil Process Division is not a recognized vacancy. The Employer shall determine whether or not a recognized vacancy shall be filled. If and when the employer determines to fill a recognized vacancy, this article shall apply. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is removed for disciplinary reasons for up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) year.

Assignments of starting times outside the normal starting time in a facility or unit shall be filled by volunteers from the shift and day off group in order of seniority. If there are no volunteers, employees will be assigned in inverse order of seniority by shift and day off group.

It is understood that openings created as a result of an employee filling a recognized vacancy, shall be offered to employees within the facility/unit by seniority. All resulting vacancies shall be filled within the facility/unit first by volunteers on the basis of seniority. Remaining vacancies shall be filled by reverse seniority.

**Section 15.2 Facilities/Units Open to Posting and Bidding Process:**

1. SUBURBAN DISTRICT COURTS #2
2. SUBURBAN DISTRICT COURTS #3
3. SUBURBAN DISTRICT COURTS #4
4. SUBURBAN DISTRICT COURTS #5
5. SUBURBAN DISTRICT COURTS #6
6. POLICE COURTS NORTH (CITY OF CHICAGO)  
(INCLUDES MENTAL HEALTH COURT)
7. POLICE COURTS SOUTH (CITY OF CHICAGO)
8. CRIMINAL COURTS BUILDING (26th & California)  
(INCLUDES JURY TRANSPORTATION UNIT)
9. DOMESTIC VIOLENCE COURT
10. DALEY CENTER (INCLUDES COUNTY BUILDING)

11. TRAFFIC COURT
12. JUVENILE COURT (1100 S. Hamilton)
13.   a. CIVIL PROCESS DISTRICT #1
- b. CIVIL PROCESS DISTRICT #2
- c. CIVIL PROCESS DISTRICT #4
- d. CIVIL PROCESS DISTRICT #5
14. CHILD SUPPORT CIVIL PROCESS
15. WARRANTS, EVICTIONS AND LEVY
16. COMMUNITY SERVICE (SWAP)
17. CANINE UNIT

On a voluntary basis, deputy sheriffs will be permitted to permanently switch shifts within the Warrants, Levy and Evictions unit.

No employee will be permitted to perform Levy duties until the employee has completed one year of service in Warrants, Levy and Evictions Unit and demonstrates the ability to perform the Levy duties.

**Section 15.3 Posting of Vacancies and Bidding:**

Whenever the employer determines to fill a recognized vacancy in the facilities/units in Section 2 above, the vacancy will be posted and filled in the following manner:

- A. All vacancies shall be posted for a minimum of ten (10) working days in all locations, and in plain view; provided, vacancies in units which are specific to a single facility will be posted in the facility for a maximum of ten (10) working days and will only be posted in other locations if a successful bidder cannot be found from within the facility in accordance with paragraph C of this Section.
- B. In order to be considered for the job vacancy interested employees must submit their bids in writing to the Department of Personnel Office within the ten (10) working days posting period.
- C. All vacancies will first be filled by the most senior employee who bids thereon, provided said employee has the ability to perform the job.
- D. In the event there are no bidders or no bidders with the ability to do the job, the employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
- E. The Employer may temporarily assign employees regardless of seniority, without being required to post said temporary assignment, provided that at the time of assignment it is anticipated that the assignment will not exceed 60 calendar days, and provided further that the position will be immediately posted after it has been temporarily filled for more than 60 calendar days. The temporarily assigned employee will be reassigned to the position from which he was transferred upon the completion of the temporary

assignment. Temporary assignments will not be used to avoid job posting and bidding. It is understood that union stewards will not be temporarily assigned under this Section unless there is an extreme emergency requiring such action. The Union will be notified before such action is taken.

- F. It is recognized that the Employer shall fill a vacancy with the successful bidder within 70 days except in cases of exceptional circumstances.
- G. A union Deputy or his designee shall be a witness that all assignments are made or awarded pursuant to the bidding process; this includes prior review of all bids received during this process.

#### **Section 15.4 Probationary and Administrative Unit Employees:**

- A. Notwithstanding any other provision of this Article XV the Employer has the exclusive right, in his sole discretion, to fill a recognized vacancy with any probationary employee without posting the vacancy for bidding.
- B. The last position held by probationary employees at the completion of their probation, shall be considered a vacancy. Such vacancy shall be posted for bidding within 70 days after such probationary employee completes his or her probationary period.
- C. Positions in the following four administrative units are exempt from this Article and will not be posted for bidding: (1) OPR; (2) CIU; (3) Training academy; (4) Chief Deputy Office; and (5) all outside details, e.g. FBI-NA, US Marshalls. No vacancy in these administrative units will be a recognized vacancy under Section 1. Employees who are transferred out of any one of the four exempt administrative units may not grieve or challenge the transfer or reassignment.

#### **Section 15.5 Transfers:**

It is recognized that the employer has the right to transfer or reassign employees for just cause including but not limited to inadequate job performance that seriously affects operations.

#### **Section 15.6 Exceptions to the Requirements of Job Posting, Bidding and Transfers:**

Notwithstanding any other provision of this Article XV, including the posting and bidding provisions, the parties agree:

- A. During the term of this Agreement the Employer has the exclusive right, in his sole discretion and for any reason, to fill any recognized vacancy or transfer to such vacancy up to and including 25 employees during the first contract year, 25 employees during the second contract year and 25 employees during the third contract year; provided, no employee shall be transferred or reassigned under this Section involuntarily. The Employer will notify the Union in writing within fourteen (14) days of such transfers. The Employer reserves the right to carry over any of the unused transfers.



1. Under the provisions of Paragraph A of this Section 6 the Employer can -
  - a. fills any recognized vacancy with any employee who has completed his or her probationary period, without posting and bidding the vacancy.
  - b. transfer any employee who has completed his or her probationary period from any one of the facilities/units to any other facility/unit, without posting and bidding the vacancy.
- B. The numbers of employees referred to in Paragraph A of this Section 6 do not include:
  1. The assignment or transfer of probationary employees during their probationary period.
  2. The filling of vacancies or the transfer of employees in the four administrative units referred to in Section 4 of this Article XV.
  3. Transfers of employees for just cause including inadequate job performance that seriously affects operations.
  4. Reassignment of employees under investigation under Section 11 of Article XIV of this Agreement.
- C. It is understood that the transfer of an employee from one facility/unit to a recognized vacancy in another facility/unit is only a single filling/transfer for purposes of Paragraph A of this Section 6.
- D. The exercise of the Employer's exclusive rights under this Section 6 is not grievable, except for claims of violation of Paragraph A above.

**Section 15.7 Notification:**

The employer shall keep a record of all postings for 90 days in the Personnel Office which shall be available for inspection by the Chief Union Steward and/or a Union official once every three months at a date and time mutually agreeable to the Employer and the Union.

Transfers or movement pursuant to Article XV - Sections 15.1 and 15.3 shall not take effect prior to fourteen (14) calendar days from the date of notification of the results of the bidding process and the notification of the date the moves would become effective at each of the facilities affected by the bid. By mutual agreement, the Sheriff and the Union may waive the 14 day notice period.

The Union will be provided a copy of all postings by the Chief Deputy's Office.

**Section 15.8 Bid Exchange:**

Deputies in the Cook County Sheriff's Court Service Division that are not assigned to a specialty unit shall be allowed a one-time switch of assignments with an officer that is not

assigned to a specialty unit. Similarly, Deputies in specialty units may have a one-time switch with Deputies in the same specialty unit. The Union will post positions offered for switch (including assignment and day off group) on Union bulletin boards and any Deputy who wishes to switch his or her current assignment for the posted assignment shall fill out the appropriate form at the Union office. The Union will transmit the forms of all interested parties to the administration. The administration will conduct a review to determine if the employees are eligible. Officers may only switch shifts once a bidding cycle or once every twelve (12) months whichever is greater, and the switch will remain in effect until the next bidding cycle or twelve (12) months, whichever is greater. If there is more than one Deputy who wishes to accept a shift-exchange with another Deputy, the Deputy with the most seniority will be chosen. The shift exchange will occur within 5 work days of the final selection. Should one of the individuals involved in the bid-exchange develop attendance and or disciplinary problems within sixty (60) days, that person may be returned to their previous shift and the next individual, by seniority, who indicated their desire to exchange bids, would then be selected.

If the Employer feels that an employee cannot bid-exchange into a facility because of prior documented issues at the facility, the Employer can reject the request, provided it notifies the Union at the time of the rejection. Such rejection cannot be arbitrary.

## **ARTICLE XVI**

### **Duration**

#### **Section 16.1 Term:**

This Agreement shall become effective on December 1, 2010 and shall remain in effect thru November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

#### **Section 16.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 537  
Chicago, IL 60602
2. Sheriff  
Daley Center - Room 704  
Chicago, IL 60602
3. Chief, Bureau of Human Resources  
118 North Clark Street - Room 840  
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

Local Union No. 700  
International Brotherhood of Teamsters  
1300 W. Higgins Road, Suite 201  
Park Ridge, Illinois 60068

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 8<sup>th</sup> day of May 2013

COUNTY OF Cook County Government

BY: Toni Preckwinkle

TONI PRECKWINKLE, PRESIDENT  
Cook County Board of Commissioners

BY: [Signature]  
THOMAS J. DART, SHERIFF

ATTEST:

[Signature]

DAVID ORR, COOK COUNTY CLERK

UNION: The International Brotherhood of Teamsters  
Local Union No 700  
1300 W. Higgins Road, Suite 301  
Park Ridge, Illinois 60068

BY: [Signature]  
Becky Stuzachowski  
President

[Signature]  
Barbara Cornett  
Secretary-Treasurer

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

GRADE D2=DEPUTY SHERIFF II (JOB CODE #1333)  
GRADE D2B=DEPUTY SHERIFF D2B (JOB CODE #1339)

**Side Letter of Agreement #1  
Seniority Information**

**Between**

**Teamsters Local No. 700**

**and the**

**County of Cook/Sheriff of Cook County**

The Union will have six (6) months from the date of signing by the Cook County Board to provide retroactive seniority information to the Sheriff and further agree to a protocol to complete the seniority adjustment.

**Side Letter of Agreement #2  
Retirement Age**

**Between**

**Teamsters Local No. 700**

**and the**

**County of Cook/Sheriff of Cook County**

Upon ratification by the Union and the Cook County Board of Commissioners, retirement age for all new hires will be 65.

**Side Letter of Agreement #3  
Law Enforcement Certification**

**Between**

**Teamsters Local No. 700**

**And the**

**County of Cook/Sheriff of Cook County**

The Sheriff shall facilitate Deputies obtaining Law Enforcement Certification during the term of this Agreement. A protocol shall be mutually drafted and agreed upon with regard to such procedures.



**Exhibit I**  
**Personnel File Release Form**

Name (Print): \_\_\_\_\_

I hereby request that a copy of my personnel file be released to the Union representative and/or Union Steward within 5 days.

Signature: \_\_\_\_\_

Star # \_\_\_\_\_

JED # or Employee # \_\_\_\_\_

Date: \_\_\_\_\_

# COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

## PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

# **OUTPATIENT SERVICES (MEDICAL & SURGICAL)**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

<b>OUTPATIENT SERVICES (MEDICAL &amp; SURGICAL cont'd)</b>				
<b>BENEFIT OVERVIEW</b>		<b>HMO</b>		<b>PPO</b>
	<b>Current Benefits through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

<b>INPATIENT SERVICES (MEDICAL &amp; SURGICAL)</b>					
<b>BENEFIT OVERVIEW</b>		<b>HMO</b>		<b>PPO</b>	
		<b>Current Benefits through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care		100%	100% after \$100 co- pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services		100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services		100%	100%	90% / 60% *	90% / 60% *
Facility Charges		100%	100%	90% / 60% *	90% / 60% *

<b>BENEFIT OVERVIEW</b>		<b>HMO</b>		<b>PPO</b>	
		<b>Current Benefits Through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
<b>Mental Health/Chemical Dependency/ Substance Abuse</b>					
Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits		Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)		\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)		100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks		\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7	
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A	
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *	
Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *	
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay	
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					



**Employee Contributions  
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

## VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

### Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

### Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

### Frames \*\*: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

### Contact Lenses \*\*: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

\*\* The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

### LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

## DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

### SCHEDULE OF BENEFITS:

PREVENTIVE CARE: Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS: Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES: Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS: Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE: None

BENEFIT PERIOD MAXIMUM: Unlimited

## DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services:		
Routine Fillings	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery		
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

\* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.